



Cooperating Associations Program Standard Contract

The Department of Parks and Recreation (DPR) developed the current (04-06) standard contract to standardize department relationships with cooperating associations. The contract was created with significant input from cooperating association representatives and park staff, and may be prepared electronically except for several specific areas needing original signatures and handwritten dates.

The Department of General Services (DGS) oversees and approves all state contracting. All districts and associations are strongly encouraged to use the standard contract to formalize cooperating association relationships. This contract follows standard DGS contract formatting directives. The district contract specialist can be a valuable resource in explaining general contract format and preparation.

Contract Negotiations

Department and association representatives need to meet in a good faith effort to reach agreement on the contract language. This contract is designed to address a variety of needs and conditions for both the association and the department. The contract is not designed to be a “take it or leave it” document. Nevertheless, all parties must recognize that modifying language that has been pre-approved by the Department of General Services is discouraged.

Contract Package Assembly

This contract contains several elements and forms which are included as a courtesy. Be sure to use current DGS forms (available from the DGS Web site) and current DPR forms when preparing the final version of the contract.

Assemble four contract copies with original signatures into one contract package.

Each of the four contract copies contains the following elements:

- Standard Agreement, STD 213 (Rev 06/03)
- Exhibit A, Scope of Work, including the Attachment
- Exhibit B, N/A because this is a “zero dollar” contract
- Exhibit C, General Terms and Conditions (do not attach copies to the contract)
- Exhibit D, Special Terms and Conditions
- Exhibit E, Cooperating Association Annual Report (DPR 973)
- Exhibit F, Licensed Trademarks
- Certificate of Adoption of Resolution

Each contract package must contain one copy, with original signatures, of:

- certificate of insurance
- Contractor Certification Clauses (CCC 1005) (Rev 10-05)
- District Recommendation and DGS Exemption Certification

Cooperating Associations Program Standard Contract

Detailed Instructions

Use the attached Check List to help guide the contract preparation process. If the contract is with a new association, make special note of the additional items that are needed at the bottom of the Check List. Instructions, reminders and completion blanks are shaded *and/or in an italicized Times New Roman font*. For detailed instructions and examples, refer to the Standard Contract Instruction Package that contains directions on how to properly complete each element/page of the contract.

Contract Approval

All cooperating association contracts need district superintendent recommendation and approval by the director. Some cooperating association contracts also need approval from DGS. Contracts needing DGS approval include:

- Contracts with annual net income greater than \$50,000, if that income is from sales and services. (Income from donations, grants, dues, and interest does not apply.)
- All contracts with addenda.

Please note that DGS will charge the district a document review fee.

Originally Signed Copies

Four copies of the contract each with an original signature must be submitted. Once signed by the director, the copies will be distributed to the association, DPR Central Records, the Cooperating Associations Program Manager, and the district office. If the contract must be sent to DGS for approval, the district office will receive a photocopy of the contract.

Making Contract Changes

Changing the standard language is discouraged, but possible. Changes must be made using an addendum, attached to the back of the contract. Clearly show what language is being added and/or deleted on each addendum.

Each addendum should include a brief justification or explanation why the change in contract language is being proposed. The explanations are not part of the contract language, but are retained with each copy of the contract. Addenda do not need separate signature blocks. Addenda need to follow a specific format. Contact the Cooperating Associations Manager for details.

Send the complete Contract Package to:

Department of Parks and Recreation
John D. Mott, Manager
Cooperating Associations Program
Interpretation and Education Division
1416 9th Street, Room 1435
Sacramento, CA 95814

Questions: TEL: (916) 654-5397, FAX: (916) 654-9048
E-mail: jmott@parks.ca.gov

Standard Contract -- Cooperating Associations Program Check List

✓	Contract Element	# of Copies	Comments
	Standard Agreement (STD 213, rev 6/03)	4 copies, each with an original signature	<i>Use as page 1</i>
	Exhibit A Scope of Work including Attachment 1	4 copies, no signature required	<i>DPR language</i>
	Exhibit B Budget Detail	<i>Not applicable for these contracts</i>	<i>Not applicable for these contracts</i>
	Exhibit C General Terms and Conditions (GTCs)	Do NOT attach any copies, no signature required. (Incorporated by reference)	<i>Standard DGS language. This includes the Contractor Terms and Conditions (CCCs). This document is available via the DGS Web site www.ols.dgs.ca.gov/Standard+Language/default.htm.</i>
	Exhibit D Special Terms and Conditions	4 copies, no signature required	<i>DPR language</i>
	Exhibit E Cooperating Association Annual Report	4 copies, no signature required	<i>Use most current version of DPR 973 Cooperating Associations Annual Report form. Do not complete the form.</i>
	Exhibit F Licensed Trademarks	4 copies, no signature required	<i>DPR language allowing use of DPR logo by cooperating association.</i>
	Certificate of Adoption of Resolution	4 copies, each with an original signature	<i>Signed and dated by two board of directors representatives</i>
	Contractor Certification Clauses (CCCs)	2 copies, each with an original signature 1 copy – District 1 copy – HQ (Incorporated by reference)	<i>Separate document that is standard DGS language. This document is available via the DGS Web site www.ols.dgs.ca.gov/Standard+Language/default.htm. Signed by association representative once every three years and kept on file.</i>
	Certificate of Insurance	1 copy	<i>Endorsements needed regarding: 1) 30 day notice of policy termination 2) State of California named additional insured</i>
	District Recommendation and DGS Exemption Certification	one copy with an original signature	<i>Certifies District endorsement of contract and if DGS must approve contract.</i>
	If new association: <ul style="list-style-type: none"> Articles of Incorporation Bylaws Letters of Determination (IRS and Franchise Tax Board) Board Roster 	1 copy of each document	<ul style="list-style-type: none"> Articles certified by the Secretary of State. Current bylaws Determination letters must be current. IRS sends an initial and a final letter of determination. Current board roster with contact information.

AGREEMENT NUMBER

REGISTRATION NUMBER

N/A

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Parks and Recreation (Department)

CONTRACTOR'S NAME

(Association)

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$ Zero dollars

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 1 page

Attachment 1 6 pages

Exhibit B – Budget Detail and Payment Provisions N/A

Exhibit C* – General Terms and Conditions GTC 306

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 12 pages

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions 5 pages

Exhibit F – Licensed Trademarks 1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Parks and Recreation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Paul Romero, Chief Deputy Director, Department of Parks and Recreation

ADDRESS

1416 9th Street, Room 1405, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per: Exemption 46.1A1

EXHIBIT A

Contractor's Name:
 Agreement Number:

SCOPE OF WORK

1. Contractor (Association) agrees to a cooperative relationship with the Department of Parks and Recreation (Department) to fund and support interpretive and educational elements of state park units in as described herein:

The Association is a private, non-profit, charitable [IRS (501 (c) (3))] corporation formed under the laws of California for the purpose of supporting interpretation and education in state park units through raising and managing funds and financially assisting the Department in carrying out those activities. The Department is specifically authorized pursuant to PRC 513, 5009, and 5009.1-5009.3 to enter into agreements for the purpose of supporting and enhancing interpretive and educational activities on terms and conditions deemed to be in the best interest of the State and the Department, including fundraising and licensing activities and the receipt of donated funds, goods and services.

2. The services shall be performed at state park units in or insert name of county(s), and/or DPR districts, and/or park names and any future state park units agreed to by both contractor and the Department.
3. The project representatives during the term of this agreement will be:

State Agency: California State Parks	Contractor:
Section/Unit:	Section/Unit:
Attention:	Attention:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
e-mail:	e-mail:

Direct all inquiries concerning this contract to the representatives indicated above. The project representative names may be changed via a written notification.

4. Detailed description of work to be performed and duties of all parties.
(See Attachment 1)

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

1. ROLE OF THE COOPERATING ASSOCIATION

Subject to the approval of the Department and any other provisions of this Agreement, the Association agrees to assist the Department in conserving and interpreting the units of the Department for the benefit of the public in the following ways:

- A. The Association may sponsor, publish, purchase, and distribute, sell or provide appropriate maps and literature, illustrative materials, and other items which increase visitor understanding and appreciation of State Park System values and purposes, subject to such license terms as are set forth herein below.
- B. With approval of the Department, the Association may acquire historic or scientific collections, museum objects, interpretive program aids, equipment, and other items to further the interpretive and educational program of the Department. These items shall be donated or formally loaned to the Department according to the Department's Museum Collection Management policies (Department Operations Manual Chapter 2000).
- C. The Association may fund and support volunteer programs, acquisition of museum objects and interpretive program aids, historical and environmental education activities, lectures, restoration projects, conduct Association membership programs and perform other activities that contribute to the Department's interpretive and educational program.
- D. The Association may sponsor, via a separate Special Event Permit, seminars and other special events. When such activities occur on state park property they shall be conducted pursuant to a separate Special Event Permit (DPR 246 and 246 A).
- E. The Association may levy user fees and charges for the Association's programs, literature or other items, and may hold fund-raising events in the park, in areas designated by the Department and subject to any conditions imposed, pursuant to separate special event permit(s) duly issued by the Department in accordance with the Department's policy, law and regulation. The Association's fee schedules for programs, literature and other items that are provided within the park and/or which are subject to the license granted herein, shall be, to the extent requested by the Department, subject to the Department's review and approval.
- F. The Association may plan, organize, and implement fund-raising programs to acquire contributions to support the interpretive and educational activities of the Department.

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

- G. The Association may assist in the establishment of similar cooperating associations in other units of the Department.
- H. Consistent with current laws and the provisions of this Agreement, the Association may fund the planning and design of additions and improvements to facilities, equipment and displays. The Association may plan, organize and carry out educational and promotional activities.
- I. The Association may engage in other activities within State Parks that the Department has approved in writing and which are consistent with the Association's by-laws and articles of incorporation.
- J. The Association shall perform all of the above-described activities, subject to the prior written approval of the Department. Further, the Association will work with the Department to provide any necessary donor recognition, consistent with the Department's Donor and Sponsorship Recognition Guidelines.
- K. Consistent with the General Terms and Conditions referenced on the STD 213, the Association and its volunteers shall act as an independent contractor to the Department. Association volunteers shall act solely on behalf of the Association, and conduct only the business of the Association as a corporation. The Association will inform its volunteers that they are not employees or volunteers of the Department.
- L. All Association employees and volunteers involved in visitor contact shall be trained in the Department's visitor services program by the Department before assuming such responsibilities and shall adhere to Department requirements as governed by this Agreement.
- M. Association employees and volunteers who come in direct contact with the public shall wear a uniform or name badge by which they may be known and distinguished as employees or volunteers of the Association.
- N. The Association shall regularly and periodically review the conduct of Association employees and volunteers. The Department shall regularly and periodically review the conduct of Department employees and volunteers. In the event that performance issues arise in connection with services being offered by the Association to the Department, the Association will allow review input from the Department. Any concerns regarding any actions or activities of Association employees and/or volunteers or Department employees and/or volunteers shall be brought to the immediate attention of the volunteer's or employee's supervising authority (Association or Department) for appropriate action.

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

- O. The Association warrants that the roles set forth in this Agreement are consistent with its lawfully adopted bylaws and all laws, regulations or other requirements governing the Association's operation as an IRS 501 (c) (3) corporation. The Association agrees to provide, as requested by the Department, a current copy of its bylaws, articles of incorporation, and any other related documents, as well as any revisions to such documents. The Association agrees to obtain the written consent of the Department before amending its articles of incorporation and/or by-laws in a way that will impact the beneficiary status of the Department.
- P. The Association may engage in sponsorship and/or endorsement activities, consistent with the terms of this agreement, when such activities do not conflict with other Department commitments and are approved in writing by the Department on a case by case basis.

2. ROLE OF THE DEPARTMENT

- A. The Department will provide a Cooperating Association Liaison (CAL) as the principal representative between the Department and the Association. In this capacity, the CAL will be responsible for the following:
 - 1) Attending all meetings of the Association's Board of Directors (except for closed Executive sessions);
 - 2) Maintaining communications and insuring that the activities and funding priorities of the Association are consistent with those of the Department; and
 - 3) Overseeing the implementation of this Agreement and all donations, services, programs and other activities provided to and/or on behalf of the Department pursuant to the terms hereof.
 - 4) Granting or seeking necessary approvals required from the Department for Association activities.
- B. The Department will grant a license to the Association to use the Department logo on Association publications and other materials (See Exhibit D, Section 6 - Grant of License.)
- C. The Department will provide an accounting of Association/Donor gifts. (See Exhibit D, Section 1E - Expenditure Report of Association Donor gifts.)
- D. Upon request of the Association, the Department may, subject to the availability of staff and funds, provide other assistance to the Association as needed so long as it is not inconsistent or in conflict with his or her duties as

EXHIBIT A, Attachment 1

Contractor's Name:
Agreement Number:

an employee of the Department. In this regard, the Department will strive to:

- 1) Provide facilities and services of park personnel (volunteers and paid staff) to assist with the sale of interpretive and educational materials provided by the association;
- 2) Provide space for association sales materials in visitor information facilities;
- 3) Work with Association to provide a venue and support for special events and programs;
- 4) Work with Association to produce interpretive items for distribution to the public (per 3.A.1); and
- 5) Support Association fundraising activities consistent with the Department's Donor and Sponsorship Recognition Guidelines.

Department warrants that the roles set forth in this Agreement are consistent with its lawfully authorized enabling legislation and legislated authority.

3. SALES ITEMS

All items created or purchased pursuant to this Agreement that are sold or given away to the general public shall be approved of in writing by the Department. The Department reserves the right to determine and control the nature and type of merchandise, service, and activities which may be furnished by the Association in, or directly or indirectly associated with, the Department.

A. In-Park Sales:

- 1) The Association may provide educational and/or interpretive items for sale to park visitors. Within operational constraints, the Department shall provide sales areas for these items at visitor information facilities, and provide employees or volunteers to sell such items to the visiting public. Sales revenues received shall be returned to the association. Such revenues shall be used to further the interpretive and educational program of the Department.
- 2) Publications: Prior to the Association's publication of any materials subject to the license granted herein below, the Department shall approve in writing any such publication that is to be given, sold, or distributed to the public,

EXHIBIT A, Attachment 1

Contractor's Name:
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where the use of the Department name or logo implies a direct link with the Department or the State of California.

- 3) Displays and Activities: The Association and the Department both agree that all sales items authorized pursuant to this Agreement shall be displayed in keeping with the general design and decor of the park. The Association shall assist the Department in removal of any sales items, artwork, displays, or other objects and/or in the cancellation of any activities judged by the Department to be inappropriate for presentation to the public.
- 4) Concession Agreements: The Association is not by this Agreement granted the right to sell items, the sale of which would infringe on a concession contract between the Department and a third party. However, the Association may request of the Department that any concession contract(s) at the park exclude/include specific items currently being distributed by the Association, and, within its sole discretion, the Department will consider including such conditions in existing or pending contracts.

B. Offsite Sales:

At locations away from state park units including, without limitation, through catalogs and internet sites, the Association may only sell merchandise that has been approved of in writing by the Department. These materials shall support the Department's interpretive and educational activities and programs.

4. FUNDING PROJECTS

- A. The Association may elect, at its discretion and with the approval of the Department, to make direct purchases of and to donate certain goods, services, and materials for, and related to current or future state park units to effect the purposes of this Agreement. The Department may accept such goods, services and other donations-in-kind from the Association, or as arranged by the Association, consistent with Public Resources Code 5009.1, subdivision (b), and the regulations of the Department.

EXHIBIT A, Attachment 1

Contractor's Name:
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- B. In all other cases, at such time as the Association determines that funds, goods or services are available to proceed with approved projects that are to be carried out by the Department, including without limitation, public works projects, as defined in the Public Contract Code, the Association will forward such funds by whatever commercially reasonable means that are acceptable to the Department, who shall cause the funds to be deposited into the State Park Contingent Fund in an account established for current or future state park units. As provided by Public Resources Codes 5009 and 5009.1, all funds so deposited shall only be spent in accordance with the conditions for expenditure as agreed upon.

5. PROPERTY USE

A. Facility Agreement:

The Department may, by separate agreement, provide the Association with facilities for administrative space to be used or occupied by the Association for the purpose of carrying out the terms of this Agreement.

B. Museum Collections and Museum Objects:

Associations shall not store or display museum collections and museum objects on park property or in Department facilities without specific permission from the Department as evidenced by a written Loan Agreement form (DPR 926). Museum collections and museum objects donated to the Department via a Deed of Gift form (DPR 925) may be stored or displayed on Department property.

C. Equipment, Interpretive Program Aids and Other Items:

Association shall not own, maintain or store equipment or other items on Department property or in Department facilities without specific approval from the Department. Approval for Association-owned equipment or items kept on Department property or in Department facilities to be used by Department employees, volunteers or visitors must be documented via a Gift or Loan of Personal Property Agreement (DPR 922) or covered as part of a separate agreement.

EXHIBIT B

BUDGET DETAIL

(Not Applicable for this contract)

Delete this page from final contract

EXHIBIT C

Instructions for completing Exhibit C, General Terms and Conditions

The General Terms and Conditions (GTCs) contain standard contract language applicable to all state contracts. The Department of General Services (DGS) develops and formally approves this language. DGS periodically amends the GTCs. GTCs may not be amended by another agency.

Viewing and Downloading the GTCs

Because the DGS may change the GTCs, cooperating associations and other state contractors are directed to download the most current copy from the DGS Web site at:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

By signing the contract with Exhibit C noted on the STD 213 cover page, the Association and the State are certifying that they accept the GTCs and are incorporating the GTCs by reference into the contract. DGS maintains archive versions of all GTCs by date. Contractors/state agencies may maintain their own copies, but this is not required.

Amendments

GTC amendments, if any, must be directed to and approved by DGS. Amending the GTCs is discouraged.

EXHIBIT D

Contractor's Name:
Agreement Number:

SPECIAL TERMS AND CONDITIONS

1. REVENUE, REPORTS, RECORDS AND ACCOUNTS

A. Revenue:

All sales revenue, donations, gifts, or other funds received by the Association, less reasonable administrative expenses incurred in connection with the Association's activities pursuant to this Agreement, shall be conclusively presumed to be for the educational and interpretive benefit of the Department, and shall be administered and expended consistent with the terms of this Agreement. The only exception to this presumption shall be in the event that a donor states in writing that the identified gift is not intended to be for the benefit of the Department or is restricted with regard to the Department by conditions specified in writing by the donor at the time the gift was donated. These donor-advised gifts shall be accounted for separately and may be expended or transferred in accordance with the Association's Articles of Incorporation and By-laws, California law and the conditions attached by the donor.

Revenue derived from the Association's activities undertaken in the name of the Department and/or pursuant to the terms of this Agreement shall be accounted for separately. All revenue in excess of reasonable administrative and other expenses associated with raising the revenues shall be held in trust by the Association for the benefit of the Department in accordance with the purposes of this Agreement and consistent with the fiduciary relationship between the Association, contributors and the Department. The Association shall maintain separate, accurate and complete records and accounts regarding the fund-raising and other charitable activities, donations, grants and other funds earned and the manufacture and sale of goods in accordance with this Agreement.

B. Financial Records:

All financial records shall be kept in accordance with generally accepted accounting principles and in accordance with state and federal law. The Association agrees to maintain any additional reports of operations pertaining to the Department that may, from time to time, be reasonably requested by the Department for a period of not less than three years plus the current year.

EXHIBIT D

Contractor's Name:
Agreement Number:

C. Financial Procedure Inspections:

Financial records for the operation shall be available for inspection by the Department at any reasonable time. The Department may, on reasonable notice, review the internal controls of Association business operations, and evaluate the benefits occurring to the Department.

D. Contract Audit:

The Department or its delegatee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. Association agrees to provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Association further agrees to maintain such records for a period of three (3) years, plus the current year, after termination of this Agreement.

E. Expenditure Report of Association/Donor Gifts:

The Department agrees to provide a financial report to the Association as requested reflecting the expenditure or use of contingent funds, gifts, gifts-in-kind, and donations from the Association or its donors used by the Department pursuant to this Agreement or any other agreement made in furtherance of this Agreement. The information in this report may be shared with the Association's donors. The Department agrees to provide the Association with any relevant information requested, including such books, records, receipts, accounts, and other material that may be relevant to the Association's request.

EXHIBIT D

Contractor's Name:
Agreement Number:

2. ANNUAL REPORT

A. Association with Income Less than \$25,000 Per Year:

The Association shall annually furnish to the Department a written report in the form of the current (DPR 973) a copy of which is attached hereto as Exhibit E, and in the form of any amendments or updates to such form that may be provided to Association from time to time.

B. Associations with Income Greater than or Equal to \$25,000 Per Year:

The Association shall annually furnish to the Department a written report (DPR 973) each year during the term of this Agreement, containing everything in 2A above. In addition, the Association will furnish within one hundred twenty (120) days of the close of its fiscal year a completed IRS Form 990 (or 990EZ) and IRS Form 990T (if applicable).

3. TITLE

All improvements, alterations, and restored facilities constructed under this Agreement shall become the property of the Department, and the Department shall not be responsible for the cost of such improvements, alterations, and restorations unless otherwise agreed to in writing. Title to all improvements shall vest in the Department immediately on their becoming affixed to the Department's real property.

4. POSSESSORY INTEREST

It is not the intention of the parties to this Agreement to create any possessory interest or tenure by the Association in any property of the Department; however, this Agreement may create or cause to be created a possessory interest in public land within the meaning of Revenue and Taxation Code Section 107.6. In the event such possessory interest is created, the Association may be subject to the payment of property taxes levied on such possessory interest. The Association hereby agrees to pay any such property taxes levied. The Association agrees to pay the above and all other lawful taxes, assessments, or charges which may at any time be levied by the state, county, city, or any tax or assessment levying body on any interest in this Agreement which the Association may have in or to the premises covered by the Agreement, as well as taxes and assessments on goods, merchandise, fixtures, appliances, equipment, and property owned by it in or around said premises.

EXHIBIT D

Contractor's Name:
Agreement Number:

5. INTELLECTUAL PROPERTY RIGHTS

A. Clarify Ownership of Existing Intellectual Property Rights:

Other than as specifically identified and authorized in this Agreement, no names, logos, trademarks or copyrighted materials, belonging to and/or associated with California State Parks, shall be used, circulated or published without the express written consent of the Department. Further, no such use, even if permitted herein, or otherwise, shall be deemed to instill in the Association any rights of ownership in such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of this Agreement.

B. During the course of this relationship, the Association shall use the name (insert complete Association name). Any additional and/or different names may be used only upon written agreement of the Department.

C. Ownership of New Logos and Trademarks Developed During Agreement:

Any names, logos, and/or trademarks developed during and/or pursuant to this Agreement which in any way associate with, identify or implicate an affiliation with the Department and/or are funded by the Department, shall be approved in writing by the Department, shall belong to the Department upon creation, subject to express written agreement otherwise, and shall continue in the Department's exclusive ownership upon termination of this Agreement.

D. Ownership to the Department of New Copyrights, Developed by Association for Department, Absent a Separate Written Agreement:

Any copyrighted materials, developed and created by the Association for the Department, during the term of this Agreement, shall, unless otherwise agreed to in writing, belong to the Department upon creation, and shall continue in Department's exclusive ownership upon termination of this Agreement.

E. Unless otherwise agreed to in writing, the Association intends and agrees to assign to the Department all rights, title, and interest in and all works created pursuant to this agreement as well as all related intellectual property rights.

EXHIBIT D

Contractor's Name:
Agreement Number:

The Association agrees to cooperate with the Department and to execute any document reasonably necessary to give the foregoing provisions full force and effect including, but not limited to, an assignment of copyright.

6. GRANT OF LICENSE

The Department hereby grants to the Association and the Association hereby accepts a non-exclusive, non-assignable license to have, use and reproduce the Department's identifying logo and the names (Insert State Park names and any registered DPR trademarks to be used by the Association. Do not insert "California State Parks," or "Department of Parks and Recreation.") hereinafter "Trademark", as identified in Exhibit "F" hereto, for the duration of this Agreement, in accordance with the terms and conditions of this License. This License shall authorize the Association's use only in connection with the purposes of this Agreement, and consistent with the current articles and by-laws of the Association, including approved fund-raising and other charitable activities, educating, receiving donations, and the manufacture of merchandise, consistent with the terms of this Agreement.

A. Ownership Rights:

- 1) In connection with each use of the Trademark(s), the Association shall identify the Department as the owner of the Trademark(s) or any derivative of the same and shall indicate that the name is trademarked designating the symbol "™" after each and every use. In the event the Trademark(s) is/are registered with the United States Patent and Trademark Office, including but not limited to the Department logo identified in Exhibit "F" hereto, the identification will instead consist of the registration mark "®" as directed by the Department and as permitted by law.
- 2) Except as required by law, no other name, trademark(s), inscription or designation whatsoever shall be affixed to any goods or works produced subject to this License nor shall the same appear in any advertising or promotional material placed or produced by the Association in connection with such goods or works unless agreed to in writing by the Department. Furthermore, other than the approved name, (insert Association name), the Association shall at no time adopt or use as its name, without the Department's prior written consent, any variation of the Trademark(s) or any work or mark likely to be similar to or confused with the Trademark(s).

EXHIBIT D

Contractor's Name:
Agreement Number:

- 3) The Association acknowledges the Department's exclusive right, title and interest in and to the Trademark(s). The Association further covenants that it shall not at any time challenge or contest the validity, ownership, title and registration of the Department in and to the intellectual property or the validity of this License. The Association's use of the Trademark(s) shall inure to the benefit of the Department. If the Association acquires any trade rights, trademarks, equities, titles, or other rights in and to the Trademark and/or copyrights described above, by operation of law, usage, or otherwise, the Association shall, upon the expiration of this License, assign and transfer the same to the Department without any consideration other than the consideration of the License.
- 4) All rights not specifically transferred by this License are reserved to the Department.

B. Third Party Infringement:

The Department, at its sole discretion, shall take whatever action it deems advisable in connection with any unauthorized use of the Trademark(s) by a third party. The Department shall bear the entire cost and expense associated with any such action, and any recovery or compensation that may be awarded or otherwise obtained as a result of any such action shall belong to the Department.

C. Termination:

Upon early termination of this Agreement or by expiration of the License upon expiration of the term of this Agreement, the License shall terminate, the Association's rights to use the Trademark(s) shall immediately cease and the Association shall promptly discontinue all use of the licensed property. The Association shall dispose of all goods, works and materials bearing or relating to the Trademark(s) in accordance with the Department's instructions.

EXHIBIT D

Contractor's Name:
Agreement Number:

D. Goodwill and Quality Control:

The Association recognizes the great value and goodwill associated with the Trademark(s) and acknowledges that such goodwill belongs to the Department. The Association further acknowledges that the Trademark(s) has acquired a secondary meaning among the public. The Association agrees not to take any action that could be detrimental to the goodwill associated with the Trademark or to the Department. The Department shall have the right to approve in writing the quality of the reproduction of the Trademark(s) on any materials, as well as the Association's use or co-joining of the Trademark(s) with any event, cause or third party.

7. INTEGRATION

This Agreement and any incorporated addenda constitute the entire agreement between the parties, and supersedes any and all prior oral or written agreements or understandings between them. No representations, warranties, or inducements expressed or implied have been made by either party to the other, except as set forth herein.

8. WAIVER

Waiver of a breach of this Agreement by either party shall not be construed as a waiver of any subsequent breach of the same or any other provision.

9. TERMINATION OF CONTRACT – FOR CAUSE OR WITHOUT CAUSE

A. This Agreement shall terminate in the event the Association should lose its non-profit status or is dissolved voluntarily or involuntarily pursuant to state law. Further, any amendment of the Association's Articles of Incorporation and/or By-laws affecting the Department's beneficiary status, without the written consent of the Department, shall be cause for termination of this Agreement.

EXHIBIT D

Contractor's Name:
Agreement Number:

B. Department:

1. Termination Without Cause: The Department reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the Association.
2. Termination For Cause: If the Department determines that the Association has failed to meet the requirements of this Agreement, and provided such failure is not cured within thirty (30) days after written notice from the Department to the Association specifying the problem, the Department may terminate the agreement for cause by giving the Association ninety (90) days notice that the Agreement will terminate. The Association shall terminate all activities authorized by this Agreement within ninety (90) days of receipt of the written notice of termination from the Department, except that the Association's obligations in Section 9D of this Agreement shall survive the termination of the Agreement.

C. Association:

1. Termination Without Cause: The Association reserves the right to terminate this Agreement without cause upon ninety (90) days written notice to the Department.
2. Termination For Cause: If the Association determines that the Department has failed to meet the requirements of this Agreement, and provided such failure is not cured within thirty (30) days after written notice from the Association to the Department specifying the problem, the Association may terminate the Agreement and cease all activities authorized by this Agreement after giving the Department ninety (90) days written notice that this Agreement will be terminated, provided, however, that the Association's obligations under Section 9D of this Agreement shall survive the termination of the agreement.

EXHIBIT D

Contractor's Name:
Agreement Number:

D. Accounting/Distribution of Assets:

1. In the event that this Agreement is terminated either as indicated above or as a result of the dissolution of the Association, within thirty (30) days of termination of this Agreement, the Association shall provide the Department with an accounting of all funds and other assets on hand, which were derived from Association activities performed under this Agreement, including those derived from activities in the name of and for the benefit of the Department. As soon as practicable after the termination, the Association shall pay any outstanding debt or financial obligations incurred in the implementation of this Agreement, and the remaining funds shall be immediately transferred to the Department for deposit in the appropriate account for use in the interpretive or educational programs of the state park system unit or units which the terminated Association had been designated to serve, provided, however, that donor-advised gifts shall be handled in accordance with the written conditions attached to any particular gift. Such conditions shall be made clear to the Department in connection with the accounting provided for herein. The Department reserves the right to decline to accept a donor-advised gift.
2. At the Department's sole discretion, the funds that would be transferred to the Department pursuant to Paragraph 1 of this section may be transferred, directly or through DPR, to another non-profit corporation of the Department's choosing for use in the interpretive or educational programs of the state park system unit or units which the terminated Association had been designated to serve. The foregoing shall be accomplished consistent with California Corporations Code §§6510 et seq.

E. Survival of Obligations:

The obligations of each party under Exhibit C hereto, paragraph 5, Indemnification, the obligations of the Association to permit an audit of records and operations and to provide a final accounting on termination, the obligations to distribute assets pursuant to Section D of this Agreement, the obligations of the Department to provide reports, and any obligations to deliver funds, goods or services shall survive termination of this Agreement.

EXHIBIT D

Contractor's Name:
Agreement Number:

F. Assignment of Rights and Obligations:

On termination of this Agreement, the Association shall assign or otherwise lawfully transfer to the Department, or a non-profit entity designated by the Department, all funds, bank or other accounts containing funds for the benefit of the Department, and any contractual rights it may have with third parties to receive donated funds, goods or services for the benefit of the Department. The Association agrees to execute any documents necessary to give effect to such assignments or other transfers of such obligations or rights.

10. CONTRACT APPROVAL

The Association's operations in the California State Parks are dependent upon execution of this Agreement by the Director of the Department and approval by the Department of General Services pursuant to Sections 513, 5009, 5009.1-5009.3 and other sections of the California Public Resources Code as well as Sections 10335 et seq. and 19130(b) of the Public Contract Code.

11. INSURANCE REQUIREMENTS

Association shall furnish to Department proof of insurance in compliance with the following requirements:

A. Certificate of Insurance:

The certificate of insurance shall: (a) be in a form acceptable to Department; (b) be written by an insurer acceptable to Department; (c) be maintained at Association's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by Department. At Department's discretion, the certificate of insurance shall be the appropriate ACORD form or a certified copy of the original policy, including all endorsements.

B. General Liability Insurance Coverage: Association shall procure commercial general liability insurance covering bodily injury, property damage, and personal injury with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Association's limits of liability.

EXHIBIT D

Contractor's Name:

Agreement number:

C. Endorsements: The following endorsements must appear on the certificate of insurance.

- Cancellation: That the insurer will not cancel the insured's coverage without 30 days prior written notice to Department, except in the case of cancellation for nonpayment of premiums, in which instance insurer shall give Department ten (10) days written notice prior to the effective date of the cancellation.
- Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned.
- Premiums: That the Department will not be responsible for any premiums or assessment on the policy.

D. Additional Insurance Coverage:

If coverage is not provided through the general liability policy, Associations involved in additional activities shall provide liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damages combined for the following situations:

- Products Liability (where food is served or food products are sold);
- Liquor Liability (where the serving or sale of alcohol is permitted).
- Motor Vehicle Liability: If the Association uses vehicle in the conduct of business under this Agreement, Association shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Association, including, but not limited to, Association owned, hired, and non-owned motor vehicles.
- Worker's Compensation and Employer's Liability: If the Association has paid employees, Association shall maintain statutory worker's compensation and employer's liability insurance for all of Association's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

Additional coverage, when required, shall be identified through an attachment to this exhibit.

E. Cancellation/Renewal:

No cancellation provision in any insurance policy shall diminish the responsibility of the Association to furnish continuous insurance throughout the term of this Agreement. Each policy shall be underwritten to the satisfaction of the Department. A signed insurance certificate with each endorsement required shall be submitted to the Department at the time this Agreement is executed, showing that the required insurance has been obtained.

EXHIBIT D

Contractor's Name:

Agreement number:

At least thirty (30) days prior to the expiration of any such policy, Association shall submit to the Department a signed and complete certificate of insurance, with all required endorsements, showing, to the satisfaction of the Department, that such insurance coverage has been renewed or extended.

12. LOANS AND DEBTS

The Association shall not assume any loans or incur any debt related to real property, buildings or appurtenances related thereto, which is, or may become, property of the Department pursuant to this Agreement or any personal property which is, or may become, the property of the Department pursuant to this Agreement without first having obtained approval of the Department.

13. DISABILITIES ACCESS LAWS

Consistent with the Contractor Certification Clauses referenced in the General Terms and Conditions relating to the Americans with Disabilities Act and without limiting Association's responsibility under this Agreement for compliance with all laws, and with regard to all operations and activities that are the responsibility of Association under this Agreement, Association shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ["ADA"] (Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)), the Rehabilitation Act of 1973, Government Code §§ 4450, et seq., and 7250, et seq. and all related regulations, guidelines, and amendments to both laws. The Association is not responsible for State-owned facilities that are not ADA-compliant.

14. PARAGRAPH TITLES

The paragraph titles in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

15. NO PARTNERSHIP OR AGENCY CREATED

Nothing herein shall be construed to constitute the parties hereto as partners or joint ventures, nor shall any similar relationship be deemed to exist between them. Further, nothing in this Agreement shall make one party the agent of the other, and neither party has power or authority to bind the other.

EXHIBIT E Instructions

Instructions for completing Exhibit E, Cooperating Association Annual Report

Include the latest copy of the (DPR 973).

*Include the latest copy of a blank Cooperating Association Annual Report DPR 973 (5 pages). **Do not fill out the report.***

For the latest copy of the DPR 973 go to the DPR share folder or the DPR Web site http://www.parks.ca.gov/default.asp?page_id=22337.

*No signature needed; **return four copies in the contract package.***

EXHIBIT F

Contractor's Name:
Agreement Number:

LICENSED TRADEMARKS

A. Department License to Association

1. Black & White Logo:

Trademark A is a black and white illustration of the Department of Parks and Recreation logo registered on the principal register of the U.S. Patent and Trademark Office, Registration No. 2,437,051, registered on March 20, 2001.

Trademark A



Association use of the logo shall conform with the policies outlined in DN 2001-09 and the graphic standards outlined in PDF-DN 2001-09.

2. Color Logo:

The Association is granted a license to use the color version of the logo, registered on the principle register of the U.S. Patent and Trademark Office, Registration No. 2,437,051, registered on March 20, 2001, as described in PDF-DN 2001-09.

No other versions of the logo shall be used.

As stated in the Department Notice, electronic or hard copies of the logo or the Department Notice are available from the Publications Office by calling (916) 653-8855.

EXHIBIT F

Contractor's Name:
Agreement Number:

B. ASSOCIATION LICENSE TO DEPARTMENT

1.

The Association grants permission for the Department to use the agreement in
conformance with agreement number _____

Certificate of Adoption of Resolution to Establish a New Contract

CERTIFICATE OF ADOPTION OF RESOLUTION

BY THE BOARD OF DIRECTORS OF THE

_____ located in
_____ County, California authorizing execution of an
agreement with the California Department of Parks and Recreation.

The undersigned certify that they are the _____
and the _____, respectively, of the above named
corporation, a nonprofit corporation incorporated under the laws of the State of
California.

The undersigned certify that at a meeting of the Board of Directors of said
corporation duly held on _____ day of _____, 20 _____ the
following resolution was adopted with the approval of a majority of the Directors:

RESOLVED: That a contract, in the form attached, will be made and entered into
by and between the STATE OF CALIFORNIA, acting through its State Department
of Parks and Recreation and _____ acting
through its _____, for the provision of services within
the scope of Public Resources Code sections 513, 5003, 5009 and 5009.1 - 5009.3
and Public Contract Code section 10335 *et seq.* to the State Park System at
_____ in the County of _____.

President

Date:

Secretary

Date:

Contractor Certification Clauses

Instructions for completing the Contractor Certification Clauses (CCCs) ***(Incorporated by reference into the GTCs of the standard contract)***

Background and Distribution:

*The CCCs are not physically part of the contract but each contracting association must execute them. Be sure to use the latest version of the CCCs. **The association signs three copies, keeps one for its records.** DPR will keep one copy on file at the District and send one copy, along with the contract to DPR HQ. The CCCs are not physically part of the contract, but they are a supporting document in the contract package.*

*Technically the **CCCs are incorporated by reference into the General Terms and Conditions (GTCs)** that are incorporated in the standard contract as Exhibit C. In signing the contract, the association is accepting Exhibit C. Therefore the CCCs become part of Exhibit C of the standard contract “by reference.” They are an attachment to the contract when it is formally processed, similar to the **Insurance Certificate**.*

Amendments

CCC amendments, if any, must be directed to and approved by DGS. Amending the CCCs is discouraged.

Viewing and Downloading the CCCs

Because the CCCs may need to be changed, the most current version must be downloaded from the DGS Web site at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> .

Distribution and Renewal:

After the initial signing, the CCCs are downloaded and renewed on a three-year cycle. This action is independent of, but related to, contract approval. For example, if a contract has a 5 year term, the CCCs would need to be signed when the contract is signed (year one) and again before the beginning of year four. The CCCs are an attachment to the contract, but are not distributed to DGS.

Note: CCCs are NOT an Exhibit. They are an attachment, much like an insurance certificate. Originally signed CCCs are kept on file at the district and the Interpretation and Education Office.

Certificate of Insurance

An insurance certificate, an ACORD or similarly effective form, is needed containing the following required endorsements:

- 1. The insurer will not cancel the policy without 30 days prior written notice to the State, except in cases of nonpayment of premiums in which instance the insurer shall give the state ten (10) days written notice prior to the effective date of cancellation.*
- 2. The State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned.*

The general liability insurance amounts must be a minimum of:

- \$1 million per occurrence*
- \$2 million combined general aggregate*

Only one copy of the certificate of insurance form is needed with each contract package.

District Recommendation and DGS Exemption Certification

District Recommendation

STATE OF CALIFORNIA

Department of Parks and Recreation

I recommend this Agreement for the Director's approval and signature.

BY:

TITLE: District Superintendent
California Department of Parks and Recreation

DATE: _____

DGS Exemption Certification and Approval

Interpretation and Education Division Certification

Check the box that applies:

☐ **All DGS conditions for exemption have been complied with. This Agreement qualifies for exemption from the Department of General Services approval process.**

or

☐ **Because the net value of this contract is more than \$50,000 annually and/or there are addenda to the standard approved Agreement language, this Agreement does NOT qualify for exemption and requires Department of General Services approval.**

BY:

TITLE: Cooperating Associations Program Manager

DATE: _____